

501 Pine Street
877 113

(19)
SFB



SDMS DocID 262701

M
-
3
0

GRANT OF ENVIRONMENTAL RESTRICTIONS AND RIGHT OF ACCESS

THIS AGREEMENT is made this 9th day of June, 2004 by and between **THE MALTEX PARTNERSHIP**, a Vermont limited partnership (hereinafter referred to as "Grantor"), having an address of The Maltex Building, 431 Pine Street, Burlington, Vermont 05401, and the **State of Vermont Agency of Natural Resources**, and any successor agencies of the State of Vermont (hereinafter referred to as "the State" or the "Grantee").

WITNESSETH THAT:

WHEREAS, the United States Environmental Protection Agency (hereinafter "EPA") has, pursuant to Section 105 of the Comprehensive Response, Compensation and Liability Act ("CERCLA"), placed on the National Priorities List certain lands and premises in the vicinity of Pine Street in Burlington, Vermont, such lands and premises being known as "the Pine Street Canal Superfund Site" (the "Site");

WHEREAS, EPA has selected a "remedial action" for the Site and has defined the extent of the Pine Street Canal Superfund Site in a Record of Decision ("ROD") dated September 29, 1998;

WHEREAS, EPA has determined in the ROD that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary at certain portions of the Site and adjoining properties to ensure that future activities on these properties do not interfere with the remedial actions, or substantially increase the ecological, human, or environmental risks at the Site;

WHEREAS, the undersigned Grantor is the owner of certain lands and premises described in Exhibit A hereto (the "Property") which property is totally within the Site; and

WHEREAS, the Grantor is on notice of the potential existence of hazardous substances on the Site and the Property; and

WHEREAS, the Grantor is on notice that any disturbance of the Property which causes migration of hazardous substances within the Site or to locations beyond the Site may result in liability under CERCLA; and

WHEREAS, under the terms of a Consent Decree filed in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al., Civil Action Nos. 1:99-CV-366 and 1:00-CV-17 (D.Vt.) (the "Consent Decree"), entered into, by, and between Settling Defendants, the United States, and the State, the Performing Defendants have agreed to perform the remedial action selected for the Site in the ROD, in order to protect the public health and welfare and the environment from the actual or threatened release of hazardous wastes or hazardous substances at or from the Site. The Owner Settling Defendants have agreed, jointly and severally with

Attest:

Jo LaMarche
Jo LaMarche, Asst. City Clerk

the Performing Settling Defendants, to reimburse the United States and the State for certain costs, as provided in the Consent Decree, and have severally agreed to provide a right of access to their property for purposes of implementing, facilitating and monitoring the remedial action, and to submit to permanent use restrictions on their property as covenants that will run with the land for the purpose of protecting human health and the environment.

A copy of the Consent Decree is available from:
Office of Environmental Stewardship
United States Environmental Protection Agency
One Congress Street
Boston, MA 02214
Attn: Pine Street Canal Superfund Site Attorney

WHEREAS, Grantor wishes to cooperate fully with EPA and the Grantee in implementation of all response actions at the Site;

NOW, THEREFORE,

1. In consideration of the agreements reached in the Consent Decree, Grantor, on behalf of itself, its successors, heirs and assigns, hereby grants to the Grantee and its assigns the easements, rights, obligations, covenants, and restrictions (hereinafter, collectively referred to as the "Environmental Restrictions"), the terms and conditions of which are set forth below.
2. Purpose. It is the purpose of this instrument to convey real property rights to the Grantee, which will run with the land, to facilitate the implementation of the remedial action and to protect human health and the environment.
3. Right of Access. In establishing the within Environmental Restrictions, Grantor hereby grants to the Grantee, their authorized representatives (including but not limited to EPA), and assigns, a right of access at all reasonable times to the Property for the purpose of conducting any activity related to the Consent Decree including the following purposes:
 - (a) Monitoring the Work or the Projects;
 - b) Verifying any data or information submitted to the United States and the State;
 - (c) Conducting investigations relating to the contamination at or near the Site;
 - (d) Obtaining samples;
 - (e) Assessing the need for, planning, or implementing additional response actions at or near the Site;

- (f) Implementing the Work pursuant to the conditions set forth in Paragraph 104 of the Consent Decree;
- (g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV (Access to Information) of the Consent Decree;
- (h) Assessing Settling Defendants' compliance with the Consent Decree; and
- (i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to the Consent Decree.
- (j) To the extent practicable, prior to accessing the property, Grantee, its authorized representatives (including but not limited to EPA) and/or its assigns shall give Grantor, its successors or assigns, reasonable notice of its intent to access and shall try to reasonably coordinate such access so as to minimize the disruption of activities on the property conducted by Grantor, its successors or assigns. In exercising its rights of access, Grantee, its authorized representatives (including EPA) and its successors or assigns shall make reasonable efforts to minimize interference with the activities of Grantor, its successors or assigns on the property.

4. Restricted Uses and Activities. Grantor shall neither perform, nor allow, nor cause any other person to perform, any activities or uses in, on, upon, through, over or under those portions of the Property which violate one or more of the following conditions:

- (a) Grantor shall be responsible for complying with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants;
- (b) Grantor shall not use the Property or allow the Property to be used so as to unreasonably interfere with any investigations of the environmental conditions at the Site;
- (c) Grantor shall not use cause or allow recontamination of the Site following completion of the Remedial Action to such an extent that the remedial action or its performance standards may be jeopardized, or cause contamination of off-site properties following completion of the Remedial Action;
- (d) Grantor shall not use the Property or allow the Property to be used for

residential use or for day care centers for the care of children;

- (e) Grantor shall not use or allow the use of the groundwater on the Property for potable drinking water purposes and shall not install or allow the installation of wells at any location where free phase contamination has been shown to be present;
- (f) Grantor shall not perform or allow to be performed on the Property any construction activities which will change hydrogeologic conditions and will likely cause migration of contaminated groundwater to Lake Champlain to such an extent that the remedial action may be jeopardized or that a significant risk to Lake Champlain may result;
- (g) Grantor shall not perform or allow to be performed excavations to depths greater than five feet (including such excavations which extend below the water table) on the Property unless one or more of the following exceptions apply: (1) the excavation is performed to install, repair, maintain, service, or remove underground utility components, conduits, installations, or channels, which may presently be in place deeper than five feet and which may be below the water table; (2) the excavation consists of drilling, driving, or boring to install pilings for otherwise allowable construction; (3) the excavation is performed in a location on the property in which current contaminant concentrations at depths greater than five feet are below 140 mg/kg total polycyclic aromatic hydrocarbons ("PAH"). In the case of exceptions (1) and (2), the owner of the property shall require workers conducting the excavations and working in the area to use appropriate personal protective equipment as required by the Occupational Health and Safety Administration ("OSHA") or its successor agencies, unless a site specific risk assessment is performed and its results have been approved by EPA prior to the excavations.

5. Emergency Excavation. In the event it becomes necessary to excavate a portion of the Property as part of a response to emergency repair of utility lines, or as part of a response to emergencies such as fire or flood, the activity and use restriction provisions of Paragraph 4 above, which would otherwise restrict such excavation, shall be suspended only with respect to such excavation for the duration of such emergency response, provided that Grantor:

- (a) orally notifies the Site Manager for the Vermont Department of Environmental Conservation (VT DEC) and EPA's Project Coordinator (or, in his or her absence, EPA's Alternate Project Coordinator, or in the event that both of EPA's designated representatives are unavailable, the Director of the Office of Site Remediation and Restoration, EPA Region I), of such emergency as soon as possible but no more than twenty-four (24) hours after having learned thereof, and follows up with a written notice to

VT DEC and EPA; and

- (b) limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency.

This provision shall not waive any liability for releases of hazardous substances, nor shall this provision excuse compliance with CERCLA or any other applicable federal or state laws and regulations.

6. Severability. If any court or other tribunal determines that any provision of this Grant is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this Grant as though it had never been included herein. In either case, the remaining provisions of this Grant shall remain in full force and effect; provided, however, that the Grantee retains its right to request modification of this Grant pursuant to Paragraph 11 below.
7. Enforcement. Grantor expressly acknowledges that a violation of the terms of this Grant could result in enforcement by the Grantee, including, but not limited to, the issuance of criminal and civil penalties, and/or equitable remedies. Grantor also agrees, on behalf of itself and its successors and/or assigns, that EPA shall also have a third party right of enforcement. Any action taken by the Grantee, or EPA pursuant to this Paragraph 7 shall be in addition to, but not in lieu of, such rights as EPA and/or the State possess to enforce the terms and conditions of the Consent Decree and under applicable law, which enforcement rights the State and EPA fully reserve.
8. Provisions to Run With the Land. The easements, rights, obligations, covenants, and restrictions set forth in this instrument shall run with the land, and any portion thereof, and shall be binding on the Grantor, the Grantor's heirs, administrators, successors, or assigns, and shall inure to the benefit of the Grantee and its successors. It is the parties' intent that the United States shall be a third party beneficiary of the terms of this instrument, with full authority to enforce the terms of this instrument as provided herein.
9. Incorporation into Leases. Grantor hereby agrees to incorporate this Grant, in full or by reference, into all leases, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Property, or any portion thereof, is conveyed. Any transfer of the Property, or any portion thereof, shall take place only if the grantee (including but not limited to any lessee) agrees, as a part of the agreement to purchase or otherwise obtain a property interest in the Property, that it will comply with the obligations of the Grantor to provide access and/or Institutional Controls, as set forth in Section IX of the Consent Decree and

this Grant, with respect to such Property.

10. Recordation. Grantor shall record and/or register this Grant with the Register of Deeds or other appropriate land records office in the City of Burlington, Chittenden County, State of Vermont within fifteen (15) days of having received the Grantee's written approval of this Grant. The Grantor, within twenty-one (21) days of receipt of evidence of recordation and/or registration, shall mail a certified Registry copy of this Grant to the VT DEC Site Manager and the EPA Project Manager. Grantor shall record and/or register any amendment to or release of this Grant, made pursuant to Paragraph 11 below, with the Register of Deeds or other appropriate land records office in the City of Burlington, Chittenden County, State of Vermont within thirty (30) days of having received from the Grantee said amendment or release, as agreed to and accepted by, or granted by, the Grantee and mailed to Grantor by certified mail, return receipt requested. Grantor shall file with VTDEC's and EPA's Site Managers a certified Registry copy of any such amendment or release as recorded and/or registered, within twenty-one (21) days of receipt of evidence recordation and/or registration. This Grant shall become effective upon its recordation and/or registration with the Register of Deeds or other appropriate land records office in the City of Burlington.
11. Amendment, Modification and Release. This Grant may be amended, modified, or released only by the State, in accordance with CERCLA and the NCP, to the extent applicable, if EPA agrees in writing with the proposed amendment, modification or release. However, in no instance may the Grantee amend or modify this Grant to confer more rights in the Property than those accorded to the Grantee herein. Grantor may submit to the VTDEC Site Manager a proposal for modifying or withdrawing the terms and conditions of this instrument or a portion thereof, with a copy to the EPA Project Manager. Said proposal shall demonstrate that the terms and conditions contained herein may be modified or withdrawn in whole or in part consistent with the public interest and the public purposes of protecting human health and the environment. The Grantee, if EPA agrees in writing, shall issue a written decision on the approval, modification, or denial of such petition. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment, modification, or release.
12. No Dedication Intended. Nothing herein set forth shall be construed to be a gift or a dedication of the Property to the Grantee, or to the general public for any purpose whatsoever.
13. Rights Reserved. It is expressly agreed that acceptance of this Grant by the Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the State and/or EPA to issue any future order or take response action with respect to the Site or in any way affect any other claim, action, suit,

cause of action, or demand which the State and/or EPA may otherwise possess with respect thereto.

14. Dispute Resolution. The dispute resolution procedures of this Paragraph 14 shall be the exclusive mechanism to resolve disputes between the Grantor, the Grantee and EPA regarding petitions for amendment, modification, and release under Paragraph 11 of this Grant. All other disputes between Grantor, the Grantee, and EPA shall be resolved according to the terms of Section XIX of the Consent Decree.

- (a) Informal Negotiations – Any dispute shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 30 days from the time the dispute arises, unless it is modified by written agreement of the parties. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. In the event that the parties cannot resolve a dispute by informal negotiations under this subparagraph 14(a), then the position advanced by EPA shall be considered binding unless, within twenty-one (21) days after the conclusion of the informal negotiation period, Grantor invokes the formal dispute resolution procedures by serving on the Grantee and EPA a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Grantor. Within twenty-one (21) days after receipt of Grantor's Statement of Position, the Grantee and/or EPA will serve on Grantor its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and supporting documentation.
- (b) Formal Dispute Resolution – Formal dispute resolution shall provide for review on the administrative record under applicable principles of administrative law. An administrative record of the dispute shall contain all Statements of Position, including supporting documentation, submitted pursuant to this subparagraph 14 (b). Where appropriate, supplemental Statements of Position may be provided by EPA, the Grantee or the Grantor. The Grantee, in consultation with EPA's Director of the Office of Site Remediation and Restoration, New England Region, will issue a final administrative decision resolving the dispute based on the administrative record. This decision shall be binding upon the Grantor, subject only to the right to seek judicial review pursuant to subparagraph 14(c) below.
- (c) Judicial Appeal – Any administrative decision made pursuant to subparagraph 14 (b) shall be reviewable by the United States District Court for the District of Vermont (the court having jurisdiction over the Consent Decree), provided that a notice of judicial appeal is served by the

Grantor on the Grantee, and EPA, and within 10 days of receipt of the final administrative decision. The notice of judicial appeal shall include a description of the matter in dispute, the efforts made by the parties to resolve it, and the relief requested. The Grantee and/or EPA may file within 30 days a response to Grantor's notice of judicial appeal. In proceedings on any dispute governed by this subparagraph 14(c), Grantor shall have the burden of demonstrating that the decision of the Grantee pursuant to subparagraph 14(b) is arbitrary and capricious or otherwise not in accordance with law. Judicial review of the decision pursuant to subparagraph 14(b) shall be on the administrative record compiled pursuant to subparagraph 14(b) above.

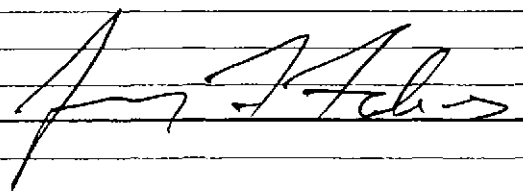
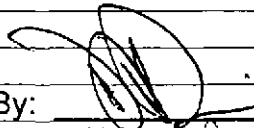
15. Grantor, on behalf of itself, its successors, heirs, administrators and assigns, hereby waives any claims against the United States and the State arising under the United States Constitution, the Vermont Constitution, state law, the Tucker Act, 28 U.S.C. §1491, or common law, arising out of or relating to this grant of environmental restrictions and access.

Signature Pages to Follow

877 121


IN WITNESS WHEREOF, GRANTOR as record title-holder of the above described Property, hereby submits this GRANT OF ENVIRONMENTAL RESTRICTIONS AND RIGHT OF ACCESS, which said Grant shall be recorded in the Land Records of the City of Burlington, Vermont.

Dated this 9th day of June, 2004

Witness:	THE MALTEX PARTNERSHIP
	By: 
	Name: <u>Derrick Davis</u>
	Its Duly Authorized Agent

State of Vermont
County of Chittenden

On this 9th day of June, 2004, personally appeared Derrick Davis, the General Partner of THE MALTEX PARTNERSHIP, signer and sealer of the foregoing written conveyance and acknowledged the same to be his own free act and deed and the free act and deed of THE MALTEX PARTNERSHIP.

	Before me, 
	Notary Public
	My Commission Expires: <u>2/10/07</u>

The undersigned, the holder of a mortgage recorded in the Land Records of the City of Burlington, Vermont, in Book _____, Page _____, by execution hereof, agrees that the rights and easements reserved to it and to the portion of the property described therein, shall be subject and subordinate to the terms and provisions of this Instrument.

WITNESS:

By:

Its Authorized Representative

Address: _____

STATE OF _____
COUNTY OF _____

On this ____ day of ____, 2004, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ of ____ [company name] _____, and (s)he acknowledged said Instrument, as executed, to be his or her free act and deed in said capacity, and the free act and deed of _____ [company name].

NOTARY PUBLIC

My Commission Expires: _____.

EXHIBIT A

to

GRANT OF ENVIRONMENTAL RESTRICTIONS AND RIGHT OF ACCESS

Grantor: **THE MALTEX PARTNERSHIP**

Property Address: 501 Pine Street

Property Description:

Being all and the same land and premises conveyed to The Maltex Partnership by Warranty Deed of G.S. Blodgett Company, Inc., dated July 11, 1984 and recorded in Volume 305 at Page 530 of the City of Burlington Land Records and being more particularly described therein as follows:

"Being a portion of the same lands and premises conveyed to the G.S. Blodgett Company, Inc. by the City of Burlington by warranty deed dated December 27, 1967 and recorded in Volume 187 at Page 217 of the Burlington City Land Records. Said land and premises may be more particularly described as follows:

"Beginning at a point which marks the southwest corner of the parcel being conveyed herewith, said point being on the northerly boundary line of land presently occupied by the Burlington Electric Light Department and also, being the southeast corner of the land conveyed to the State of Vermont by the G.S. Blodgett Company, Inc., by warranty deed dated March 30, 1984, and recorded in said land records; thence proceeding easterly along the northerly boundary line of property occupied by the Burlington Electric Department to a concrete monument on the west side of Pine Street, which concrete monument marks the southeast corner of the parcel being conveyed herewith; thence turning to the left and proceeding northerly along the westerly sideline of Pine Street a distance of 400 feet, more or less, to a survey marker, at the northeast corner of the lot herein conveyed; thence turning to the left an interior angle of 89E 35' 00" and proceeding westerly along the northerly boundary line of the land conveyed to the Grantor herein by the City of Burlington, to a point marking the northwest corner of the parcel being conveyed herewith, which point also marks the northeast corner of the parcel conveyed to the State of Vermont by the G.S. Blodgett Company, Inc. in the aforementioned warranty deed; thence turning to the left and proceeding southerly along the easterly boundary line of said parcel conveyed to the State of Vermont, to the point of beginning.

"Said property being conveyed herein is subject to a temporary construction easement in the area of 0.90 acre, more or less, given the State of Vermont by the herein Grantor in the aforementioned warranty deed. Said easement will exist during the construction of the proposed Southern Connector Highway, so-called, for the purposes of muck handling right of and between approximate survey stations 234+60 and 239+15 of the established center line of said highway project.

"The G.S. Blodgett Company, Inc. does further hereby give, grant, sell and convey any and all rights and benefits that it has by virtue of the aforementioned deed from the City of Burlington, which pertain to a rectangular plot of land 92 feet x 60 feet retained by Vermont Gas Systems, Inc., all as set forth in a warranty deed to the City of Burlington, dated March 21, 1967 and recorded in Volume 181, Page 494-496 of said land records, which rectangular parcel is otherwise excepted from this conveyance.

"Meaning to convey hereby all rights and interest the G.S. Blodgett Company, Inc. has in land located easterly of the parcels conveyed to the State of Vermont in the aforementioned deed dated March 30, 1984 as said rights and interests were conveyed to the G.S. Blodgett Company, Inc. in the aforementioned warranty deed from the City of Burlington in Volume 187, Pages 217-219 of said land records.

"This conveyance is further subject to a flowage right in an existing drainage ditch as retained by the City of Burlington, in the aforementioned warranty deed in Volume 187, Pages 217-219."

The premises are subject to all covenants, restrictions, easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-612, both inclusive.

Reference is hereby made to the above-referenced documents, the instruments therein described, and the references therein contained in further aid of this description.

F:\WPDOCS\G\GMP\PineS\IEasements\matex-501pine-2004.doc

**CERTIFICATION OF THE GENERAL PARTNER OF
THE MALTEX PARTNERSHIP**

The undersigned, being the sole General Partner of The Maltex Partnership (the "Partnership"), hereby certifies as follows:

WHEREAS, the United States Environmental Protection Agency (hereinafter "EPA") has, pursuant to Section 105 of the Comprehensive Response, Compensation and Liability Act ("CERCLA"), placed on the National Priorities List certain lands and premises in the vicinity of Pine Street in Burlington, Vermont, such lands and premises being known as "the Pine Street Canal Superfund Site" (the "Site");

WHEREAS, EPA has selected a "remedial action" for the Site and has defined the extent of the Pine Street Canal Superfund Site in a Record of Decision ("ROD") dated September 29, 1998;


WHEREAS, EPA has determined in the ROD that certain easements, rights, obligations, covenants and restrictions are necessary at certain portions of the Site and adjoining properties to ensure that future activities on these properties do not interfere with the remedial actions, or substantially increase the ecological, human, or environmental risks at the Site;

WHEREAS, the Partnership is the owner of certain lands and premises identified on the City of Burlington tax map as parcel 053-1-002-000 (the "On Site Property") which property is located within the Site, and is the owner of certain lands and premises identified on the City of Burlington tax map as parcel 053-1-004-000 (the "Off Site Property") which property is located adjacent to the Site (collectively, the On Site Property and the Off Site Property are referred to as the Property); and

WHEREAS, under the terms of a Consent Decree filed in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et. al, Civil Action No. _____ (D.Vt.), to which the Partnership is a party, the Partnership agreed to provide a right of access to the Property for purposes of implementing, facilitating and monitoring the remedial action, and to submit to permanent use restrictions on the Property as covenants that will run with the land for the purpose of protecting human health and the environment (collectively, the "Easements").

NOW THEREFORE, Derrick Davis, the sole General Partner of the Partnership, hereby certifies that he may act for and on behalf of the Partnership and is authorized and empowered to execute and deliver to EPA and to the State of Vermont Agency of Natural Resources (the "Grantees") the Easements in substantially the same form as that which were reviewed by the undersigned in connection with the execution of this Certification, and to negotiate modifications to the Easements prior to their execution and delivery in his sole discretion. The undersigned further certifies that he may do and perform such other acts or things and to pay any and all fees and costs as he may in his sole discretion deem reasonably necessary or proper in order to carry into effect the provisions hereof, and that the Grantees may rely on this Certification with respect to any and all actions taken by the undersigned prior to the date hereof and performed on behalf of the Partnership in order to grant and complete the Easements.

IN TESTIMONY WHEREOF, the undersigned has hereunto set his hand on April 7, 2004.



Derrick Davis, General Partner

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

I, Deborah L. Markowitz, Secretary of State of the State of Vermont, do hereby certify that the attached is a true copy of the

Tradename Documents

for

THE MALTEX PARTNERSHIP

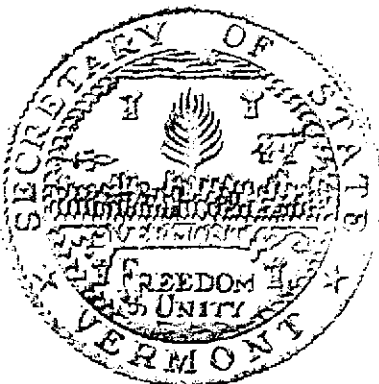
which appear of record in this department.

March 12, 2004

*Given under my hand and the seal
of the State of Vermont, at
Montpelier, the State Capital*



*Deborah L. Markowitz
Secretary of State*





VERMONT SECRETARY OF STATE

Location: 81 River Street Mail: 109 State Street
Montpelier, VT 05609-1104 (802) 828-2386

61434

TRADE NAME RE-REGISTRATION

BUSINESS NAME THE MALTEX PARTNERSHIP

Name of the town where the business is located BURLINGTON, VERMONT

Kind of business being transacted PURCHASE & DEVELOP REAL ESTATE

Individual names and residences of all persons, copartners, members or the corporate name and the location of the principal office of such corporation.

(GENERAL PARTNER) DERRICK H. DAVIS, 431 PINE ST, BURLINGTON, VT 05401
name street city state/zip

(LIMITED PARTNER) - SEE ATTACHED LIST
name street city state/zip

name street city state/zip

You must notify this office if you change the business name, change the address or change ownership.

PROCESS AGENT: Each nonresident doing business in this state must appoint a person who resides and whose office or place of business is located in the town wherein the principal office of the business is located, upon whom process against such nonresident may be served in an action founded upon a liability incurred in this state.

agent's name street city state VERMONT zip

This application must be signed by one of the persons doing business or an officer of the corporation, in front of a notary public.

Applicant's signature [Signature] Title GENERAL PARTNER

Subscribed and sworn to before me this 5th day of December, 1994

Notary public signature/commission expiration date Donna Audruch 2.10.95

A license or other authority to conduct a business may not be renewed unless the licensee certifies that he or she is in good standing with the Vermont Department of Taxes. Good standing means that no taxes are due, the tax liability is on appeal, the taxpayer is in compliance with the payment plan approved by the Commissioner of Taxes, or the licensing authority determines that immediate payment of taxes would impose an unreasonable hardship (32 V.S.A. Section 3113). The maximum penalty for perjury is fifteen years in prison, a \$10,000 fine, or both. If you don't sign this certificate your tradename cannot be renewed.

I hereby certify, under pains and penalties of perjury, that I am in good standing with respect to or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of this application.

Applicant's signature [Signature] Title GENERAL PARTNER

✓ \$10.00 Fee must be attached.

Schedule A

	<u>Name</u>	<u>Address</u>
(i)	Dr. Richard Bernstein Elizabeth Bernstein	267 South Cove Road Burlington, VT 05401
(ii)	G.S. Blodgett Company, Inc. J.K. Woods , President Samuel Woods	50 Lakeside Avenue Burlington, VT 05401
(iii)	Dr. Lewis C. Blowers	R.R. #2, Box 1770 Morrisville, VT 05661
(iv)	John M. Dinse Ann G. Dinse	Harbor Road Shelburne, VT 05482
(v)	Dr. James H. Drews	Box 6420, R.D. #1 Morrisville, VT 05661
(vi)	Robert G. Dunn Francoise P. Dunn	Box 182, R.F.D. #1 Waterbury Center, VT 05677
(vii)	Dean Economou	Notch Brook Road Stowe, VT 05672
(viii)	Dr. James G. Howe Gregory P. Howe	Box 260 Derby, VT 05829
(ix)	Dr. Robert C. Jimerson Lorna Jimerson	R.D. #1, Box 375 Charlotte, VT 05445
(x)	Dr. David Johnson	Route 4, Box 4547 Shelburne, VT 05482
(xi)	Champlain Investment Group James J. Handy, Managing Partner	201 Crescent Beach Drive BOX 909 Burlington, VT 05402-0909
(xii)	Dr. John E. Mazuzan, Jr. Dr. John E. Mazuzan, III	812 East Avenue Burlington, VT 05401
(xiii)	Dr. Donald B. Miller, Jr.	Box 175 Jeffersonville, VT 05464
(xiv)	Dr. Frederick M. Perkins	265 Bentley Lane 6 FELLVIEW DRIVE Jericho, VT 05465 PITTSFORD, NY 14534
(xv)	Post Creek Associates	c/o William G. Post, Jr. Box 1049 369 Burlington, VT 05403 - 0367

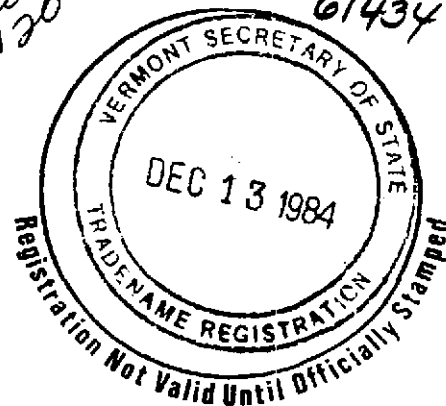
	<u>Name</u>	<u>Address</u>
(xvi)	Geraldine A. Poulin Robert V. Poulin	202 Meadowood Drive South Burlington, VT 05401
(xvii)	Dr. Fred Rossman Dr. Stephen P. Adams	R.F.D. #1, Box 250 RFD 3, BOX, 765.3 Hyde Park, VT 05655 MORRISVILLE, VT 05661
(xviii)	Sweet and Burt, Inc.	c/o Mr. Anthony B. Thompson P.O. Box 751 Morrisville, VT 05661
(xix)	Anthony B. Thompson	R.D. #2, Box 450 487 BRUSH HILL RD Stowe, VT 05672
(xx)	J. Larry Williams Berta P. Williams	Mt. Philo Road 70 COPYTEK OFFICE P 100 Shelburne, VT 05482 BOX 426 WILMINGTON, VT 05495
(xxi)	Jonathan K. Woods	191 South Cove Road Burlington, VT 05401



VERMONT SECRETARY OF STATE

Montpelier, Vermont 05602
802-828-2386

TRADENAME REGISTRATION



Please print or type, except signatures.

TRADENAME: THE MALTEX PARTNERSHIP

Business location: 171 Battery Street, Burlington, Vermont 05401
(Street) (Town) (State & Zip)

Date business began: April 9, 1984

Nature of Business: purchase and develop real estate

Name and residences of all individuals, co-partners and members or corporate name and address:
(attach list if you need additional space)

Name Street Town State & Zip

(General) Derrick A. Davis, 171 Battery Street, Burlington, Vermont 05401

(Limited Partners - see attached Schedule A)

PROCESS AGENT: If you are a non-resident doing business in Vermont, you must appoint a VERMONT individual or corporation to act as your process agent.

N/A

(Name) (Street) (Town) (State & Zip)

PLEASE NOTE:

1. The purpose of the registration law is to provide a means whereby the public can know who owns, or is responsible for, a business. Therefore, you must notify the Secretary of State of any change of address for the business or process agent or whenever there is a change in ownership, members, or co-partners.
2. No person or business can acquire exclusive rights to generic or geographic words.
3. Mail original registration to Secretary of State with \$20.00 filing fee.
4. A validated copy of this tradename registration will be returned to you as proof of your registration. This registration will be valid for ten years from the date of validation.

(MAIL ONE VALIDATED COPY TO YOUR TOWNCLERK. (FEE \$3.00))

See reverse side for additional information.

I certify that the information stated above by me is true and accurate.

Signature: Derrick A. Davis Date: December 11, 1984

Before me: Will J. Pitt 2/10/87
notary public signature date commission expires

For Office Use Only: checked by CP approved by BP

See reverse side for additional information.

12/12/84

Schedule A

	<u>Name</u>	<u>Address</u>
(i)	Dr. Richard Bernstein Elizabeth Bernstein	267 South Cove Road Burlington, VT 05401
(ii)	G.S. Blodgett Company, Inc. J.K. Woods, President	50 Lakeside Avenue Burlington, VT 05401
(iii)	Dr. Lewis C. Blowers	R.R. #2, Box 1770 Morrisville, VT 05661
(iv)	John M. Dinse Ann G. Dinse	Harbor Road Shelburne, VT 05482
(v)	Dr. James H. Drews	Box 6420, R.D. #1 Morrisville, VT 05661
(vi)	Robert G. Dunn Francoise P. Dunn	Box 182, R.F.D. #1 Waterbury Center, VT 05677
(vii)	Dean Economou	Notch Brook Road Stowe, VT 05672
(viii)	Dr. James G. Howe Gregory P. Howe	Box 260 Derby, VT 05829
(ix)	Dr. Robert C. Jimerson Lorna Jimerson	R.D. #1, Box 375 Charlotte, VT 05445
(x)	Dr. David Johnson	Route 4, Box 4547 Shelburne, VT 05482
(xi)	Champlain Investment Group James J. Handy, Managing Partner	201 Crescent Beach Drive Burlington, VT 05401
(xii)	Dr. John E. Mazuzan, Jr. Dr. John E. Mazuzan, III	8a2 East Avenue Burlington, VT 05401
(xiii)	Dr. Donald B. Miller, Jr.	Box 175 Jeffersonville, VT 05464
(xiv)	Dr. Frederick M. Perkins	265 Bentley Lane Jericho, VT 05465
(xv)	Post Creek Associates	c/o William G. Post, Jr. Box 1049 Burlington, VT 05401

	<u>Name</u>	<u>Address</u>
(xvi)	Geraldine A. Poulin Robert V. Poulin	2a02 Meadowood Drive South Burlington, VT 05401
(xvii)	Dr. Fred Rossman Dr. Stephen P. Adams	R.F.D. #1, Box 250 Hyde Park, VT 05655
(xviii)	Sweet and Burt, Inc.	c/o Mr. Anthony B. Thompson P.O. Box 751 Morrisville, VT 05661
(xix)	Anthony B. Thompson	R.D. #2, Box 450 Stowe, VT 05672
(xx)	J. Larry Williams Berta P. Williams	Mt. Philo Road Shelburne, VT 05482
(xxi)	Jonathan K. Woods	191 South Cove Road Burlington, VT 05401